formed in tearing down old buildings, as there was no improvement. *Holzhour* v. *Meer*, 59 Mo. 434.

By the overwhelming weight of authority, an architect who draws plans and specifications for a building and also superintends the construction is entitled to a lien. *Freidlander* v. *Tainter*, 14 N. D. 393, 104 N. W. 527, 116 Am. St. Rep. 697; *Gould* v. *McCormick*, 75 Wash. 61, 134 Pac. 676, 47 L. R. A. (N. S.) 765. But it seems that a lien will not attach for merely drawing plans and specifications, although the building is erected in accordance therewith, and the weight of authority so holds. *Mitchell* v. *Packard*, 168 Mass. 467, 47 N. E. 113, 60 Am. St. Rep. 404. Likewise, under a similar statute, where labor and materials were furnished in making moulds by which to construct a ship. *Ames* v. *Dyer*, 41 Me. 397. It follows that when the plans and specifications are abandoned and the building is not erected the architect is not entitled to a lien, and the few cases reported so hold with practical unanimity. *Foster* v. *Tierney*, 91 Iowa 253, 59 N. W. 56, 51 Am. St. Rep. 343; *Thompson-Starrett Co.* v. *Brooklyn, etc., Co.*, 111 App. Div. 358, 98 N. Y. Supp. 128.

REAL PROPERTY—HUSBAND AND WIFE—TENANCY IN COMMON.—A husband as grantor conveyed a homestead to himself and his wife jointly, as grantees, the survivor to have full ownership. *Held*, the deed creates a tenancy in common. *Wright et al.* v. *Knapp et al.* (Mich.), 150 N. W. 315.

At common law a conveyance to a man and his wife created an estate by entireties because of their unity. MINOR, REAL PROPERTY, § 907; 2 BL. COM. 182. The doctrine of the unity of husband and wife was so strictly adhered to that it was held that where a conveyance is made to a man and his wife and a stranger as joint tenants, the man and his wife together take only one share, and the other share goes to the stranger. 4 KENT COM. 363.

In feudal times joint tenancies were much favored by the law, because they tended to strengthen the feudal system. But with the decline of the feudal system the policy of the courts changed to such a degree as to regard joint tenancies as odious, preferring tenancies in common. 2 BL. COM. 180, note. Tenancy by entireties is governed by much the same principles that control a joint tenancy. In one aspect it may be said to be a joint tenancy, modified by the common law principle that the husband and wife are but one person. MINOR, REAL PROPERTY, § 907. From this it would be expected that the courts would look with disfavor upon a tenancy by entireties and would endeavor to avoid an interpretation which would create such an estate. But such does not seem to be the case. Where a deed gave an undivided one-half interest in land to the husband, and an undivided one-half interest to the wife, a tenancy by entireties was created. *Wilson* v. *Frost*, 186 Mo. 311, 85 S. W. 375, 105 Am. St. Rep. 619. It is held that a statute, declaring that a conveyance to two or more persons shall be construed to be a tenancy in common unless specifically declared to be a joint tenancy, does not refer to a tenancy by entireties, which remains as at common law. *Price* v. *Pestka*, 54 App. Div. 59, 66 N. Y. Supp. 297; *Good-*

rich v. *Village of Otego*, 160 App. Div. 349, 145 N. Y. Supp. 497. Where a husband and wife bought land, intending to buy a joint estate, and the wife furnished part of the purchase money, a tenancy by entireties was created even though the deed was made to the husband only. *Murchison* v. *Hogeman*, 165 N. C. 397, 81 S. E. 627. The rule has been extended even to personalty. Thus a husband having deposited money in a bank to the credit of himself and his wife, a tenancy by entireties in the deposit was created. *Baker* v. *Baker* (Md.), 90 Atl. 776. As a rule married women's statutes do not affect estates by entireties. *McKinnon, Currie & Co.* v. *Caulk* (N. C.), 83 S. E. 559.

The principal case accords with the later policy of the common law, and the decision seems to be sound. It was contended that the wife should take the whole estate because the husband could not take under the deed. This contention was based on the rule that when one of two joint tenants cannot take under a deed, the other takes the whole property. *McCord* v. *Bright*, 44 Ind. App. 275, 87 N. E. 654. But this supposes that a joint tenancy has been created. One cannot contract with himself. *Castman et al.* v. *Wright et al.*, 6 Pick. (Mass.), 316. The conveyance to the husband, therefore, was void. This left only one person as grantee, and, consequently, the joint tenancy could not be created. It is obvious that the husband did not intend to convey all of his right to the property away. To permit the wife to take the whole, would be to go directly contrary to this intention. It is true that the real intention was to create a joint tenancy, but this was not done; and by the decision, the court has given force to the grantor's intention as nearly as possible under such circumstances. Authority on the precise point involved is not abundant. It is held that where a husband, desiring to create a tenancy by entireties, conveyed one-half of the property to his wife, a tenancy in common was created. *Pegg* v. *Pegg*, 165 Mich. 228, 130 N. W. 617, 33 L. R. A. (N. S.) 166, 24 Ann. Cas. 925. Where a statute permitted a direct transfer of property between husband and wife, and a husband made a conveyance to himself and wife, a tenancy in common was created. *Saxon* v. *Saxon*, 46 Misc. Rep. 202, 93 N. Y. Supp. 191. In this case, however, the validity of a conveyance to one's self was not considered. A deed of a third person to a husband and wife giving each a one-half interest, but with the habendum and tenendum clauses conveying to husband and wife and their heirs, creates a tenancy in common. *Eason* v. *Eason*, 159 N. C. 539, 75 S. E. 797. In spite of dissenting opinions, the decision of the principal case seems sound, and it commends itself through its reasonableness and justice.